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PUBLIC EMPLOYMENT
RELATIONS BOARD

THE CITY OF MISSOURI VALLEY IOWA

AND

THE MISSOURI VALLEY POLICE PROTECTIVE LEAGUE

COLLECTIVE BARGAINING AGREEMENT

EFFECTIVE JULY 1, 2007 to JUNE 30, 2008

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ARTICLE 1

DEFINITION OF BARGAINING UNIT

The bargaining unit covered by this agreement is that certified by the Public Employment Relations Board in PERB Case No. 7030 for the Missouri Valley Police Department, as follows:

INCLUDED: Patrolmen, Sergeant/Patrolman

EXCLUDED: Chief of Police.

ARTICLE 2

DEFINITIONS

Gender. The use of masculine or feminine gender in references or titles shall be considered to include both genders and is not a sex limitation.

Computation. ~~Effective July 1, 2006~~ All vacations, sick leave and personal holidays will be computed to the fiscal year running from July 1 to June 30. ~~For the calendar year 2006, vacation, sick leave and holidays will be prorated at fifty percent for the period from January 1, 2006 to June 30, 2006. For the second half of the calendar year, vacation, sick leave and holidays will be at the rate provided in this agreement. Employees will not lose sick time accrued before July 1, 2006.~~ See Article 9, Section 2 for sick leave maximum.

Compensatory Time: Compensatory time off is time off with pay in lieu of overtime pay. When required by the Fair Labor Standards Act or this Contract, compensatory time off will be earned at time and a half for each hour worked.

Full-Time Employee. An employee working at least forty (40) hours per week on a regularly scheduled basis.

Immediate Family. Immediate family includes mother, father, spouse, son, daughter, brother, sister, mother-in-law, father-in law, brother-in-law, sister-in law, step-children, grandparent, grandchild, son-in-law, daughter-in law, and adopted children.

Overtime. The work period for employees for the purpose of computing overtime shall consist of twenty-eight consecutive days. **Overtime shall be paid at a rate of one and one-half (1 ½)**

times the employee's regular straight time hourly wage for each hour worked over the one hundred seventy-one hours in a 28 consecutive days period.

Probationary Period. That period of time during which an appraisal of a new or a promoted employee's skills, aptitudes and adjustments is made prior to appointment to a non-probationary position. New employees shall serve six months probation. Promoted employees shall serve three months probation.

ARTICLE 3

HOURS OF WORK

The normal work day shall consist of a 12 hour shift. Normally police officers shall have a one hour break in that shift during which they will remain on call. Officers shall also be granted a one hour meal period during that shift during which they will remain on call. Work Schedules will be posted as far in advance as practicable. Varying demands of the work load and the nature of the work in a police department may require changes in the work schedule.

ARTICLE 4

HOLIDAYS

The following are legal public holidays for employees:

New Year's Day, January 1
President's Day, the third Monday in February
Memorial Day, the last Monday in May
Independence Day, July 4
Labor Day, the first Monday in September
Veteran's Day, November 11
Thanksgiving Day, the fourth Thursday in November with the following fourth Friday after Thanksgiving
Christmas Eve Day, December 24
Christmas Day, December 25
New Year's Eve Day, December 31

Police officers who are scheduled to work a holiday shall NOT receive a regular day off as a holiday, but shall be paid time and a half **for hours worked on a holiday (18 hours). In**

addition, an officer working the holiday shall receive holiday pay of eight hours at straight time. Police officers who do not work the holiday shall be paid for eight hours at straight time.

No holiday granted to an employee by this section can be considered as vacation time and shall not be included in the amount of vacation to which an employee is entitled.

Offices will not be closed on Good Friday; however, employees will be allowed paid leave to attend church services. The time allowed shall not exceed 1.5 hours. Equal consideration will be given to all faiths as their religious holidays occur during the year. Police officers on active duty must attend services in uniform. The officers shall be subject to call immediately.

An employee shall forfeit the right to payment for any holiday if there is an un-excused absence on the working ~~12 hours shift~~ immediately preceding or following such holiday.

A non-probationary employee may take his ~~3~~ **twenty-four (24) hours** of personal holidays an hour at a time or ~~twelve (12) hours a day~~ at a time.

ARTICLE 5

VACATION

Full-time non-probationary employees shall be entitled to paid vacation on the following basis:

Years of Continuous Service	Hours of Vacation
Completion of 1 year	48 working hours
Completion of 2 years	96 working hours
Completion of 6 years	108 working hours
Completion of 7 years	120 working hours
Completion of 8 years	132 working hours
Completion of 9 years	144 working hours
Completion of 10 years	156 working hours
Completion of 11 years	168 working hours
Completion of 12 years	180 working hours
Completion of 13 years	192 working hours
Completion of 14 years	204 working hours
Completion of 15 years	216 working hours
Completion of 16 years	228 working hours
Completion of 17 years	240 working hours

Vacation must be used within twelve (12) months after accrual. Forty (40) hours may be carried over into the next year or the employee has the option to have the City buy-back up to forty (40) hours of vacation time per year at the employee's regular rate of pay at the time of the buy-back. If the employee has accrued more than forty (40) hours, any hours lost will be paid in cash to the employee.

Vacation requests must be submitted two (2) weeks prior to time off. Vacations must be requested by the employee to the Chief of Police and/or to the City Administrator.

ARTICLE 6

PAY PROCEDURES

PAY PERIODS.

Pay checks **or direct deposits** will normally be distributed every other Wednesday on a biweekly basis. Overtime pay will be **computed on the 4th pay week and will be inclusive through the ending date of the pay period.** ~~Inclusive through the date on which the checks are written with the remainder included in the following pay check.~~ As provided below, the Employee may elect compensatory time off instead of **paying being paid** for overtime.

PAYROLL DEDUCTIONS.

Payroll deductions will include Federal Income Tax, State Income Tax, Social Security Payments, IPERS and other mutually approved sums.

OVERTIME.

All Police Officers who work in excess of one hundred seventy-one (171) hours in any twenty-eight (28) day work period shall be paid overtime at the rate of one and one-half times the employee's straight time hourly rate for each hour of overtime worked and shall be paid straight time prior to that. At the election of the employee, compensatory time off may be granted in lieu of overtime pay at the rate of time and a half up to the maximum of forty (40) hours. Employees wishing to use their compensatory time shall apply in advance to the Chief of Police or his designee. At the end of the fiscal year any compensatory time not used will be paid out at the employee's regular hourly rate. Except for emergencies, any work in excess of the normal work period must be approved in advance by the Chief of Police or his designee.

Holidays, sick leave and vacation shall not be counted as working time for the purpose of determining overtime. Only hours worked shall count toward the purpose of determining

overtime. ~~When a Police Officer works a Holiday, he will be compensated at a rate of one and one-half time (18 hours). A police officer who does not work the holiday shall be paid for eight hours at straight time.~~

COURT TIME / CALL OUT TIME.

Police officers called to testify in court as part of their official duties shall receive a minimum of two hours pay unless notified by 5:00 p.m. on the preceding day not to come to court. Police officers called back to duty shall receive a minimum of two hours pay. Police officers shall be paid for hours actually worked if in excess of two hours.

ARTICLE 7

EMPLOYEE EVALUATION

New employees shall be evaluated after six months of employment and yearly thereafter to coincide with budget submission dates. Newly promoted employees will be evaluated after three months of receiving a promotion and yearly thereafter.

ARTICLE 8

UNIFORMS

Section 1. The City shall provide each newly hired officer with required uniform items. Officers who leave during the first year of employment may be required to repay the City for sums expended to purchase uniform items.

Section 2. Starting with the second year of employment and every year thereafter, the City shall provide each police officer with a uniform allowance in the amount of Five Hundred Dollars (\$500) per year. This allowance will be in an account maintained by the City to be used for the purchase and maintenance of uniform items for police officers.

Section 3. The City will pay a uniform cleaning allowance of One Hundred Dollars (\$100) per year payable in two equal installments to each police officer.

ARTICLE 9

LEAVE

The following leaves are allowable:

1. Jury Leave. Any full-time employee who is selected for jury duty or is called as a government witness, shall receive a paid leave of absence for the time spent on such duty. Compensation received by the employee from the Court will be turned over to the City Clerk, except for meal or travel expenses incurred by the employee.
2. Sick Leave. Full-time employees will earn sick leave at the rate of eight (8) hours per month to a total of ninety-six (96) working hours per year with a maximum accumulation of 960 working hours. For absences of twenty-four (24) or more continuous hours a doctor's signature will be required. Sick leave may not be used as vacation. After an employee reaches and exceeds their 960 maximum hours of sick leave, the City will buy back the excess accumulation from the employee over the 960 maximum working hours at the rate of twenty-four (24) hours of excess accumulation for eight (8) working hours pay. Excess accumulation will be figured and paid on the last pay period of the fiscal year.

If it is necessary to be absent for any reason, the employee will notify the Chief of Police as far in advance as possible. In case of unexpected absence due to illness or emergency, the Police Chief shall be notified as soon after 8:00 a.m. as possible.

3. Maternity Leave. Disabilities caused or contributed to by pregnancy and recovery therefrom shall be treated the same as any other short-term disability.
4. Funeral Leave. In case of the death of a person in the immediate family, an employee may be allowed time-off with pay, ~~not to exceed twenty-four (24)~~ working hours. Any other such time-off approved in advance by the Police Chief will be deducted from the employee's accumulated sick leave.
5. Unpaid Leave. The Chief of Police or City Administrator may, at their discretion, grant an unpaid leave of absence to an employee who needs the time for personal reasons. During an unpaid leave, an employee:
 - a. Receives no compensation;
 - b. Does not earn vacation or sick leave;
 - c. Does not collect sick leave benefits;
 - d. Does not contribute to retirement programs;
 - e. Must reimburse the employer for all group hospital and medical insurance premiums, and all coverage under group life and disability insurance while on leave, if coverage is desired to be continuous.

6. Military Leave. Any employee when ordered by proper authority to active state or federal service is entitled to a leave of absence from government employment for the period of active state or federal service up to the maximum provided by USERRA, without loss of status and without loss of pay during the first 240 hours of such leave of absence.
7. Enforced Leave. In addition to sick leave for employee's personal illness, employees may use sick leave as enforced leave for the following reasons:
 - a.. Death in family other than immediate
 - b. Pallbearer for non-family member
 - c. Temporary Emergency Care and necessary attention for immediate family member
 - d. Adoption
 - e. Enforced leave shall be recorded in the "Enforced Leave" column on the time sheet for the pay period during which the absence occurred.
 - f. Enforced leave hours shall be charged to the employee's active sick leave account.
 - g. Limits to enforced leave:

 1. The number of days for the temporary emergency care of ill or injured members of the immediate family shall be governed by the circumstances of each case, but in no event shall leave for this purpose exceed forth (40) working hours in any **fiscal** year.
 2. A maximum of twenty-four (24) working hours shall be granted for each occurrence of death in the immediate family.
 3. A maximum of eight working hours shall be granted for each occurrence for service as a pallbearer at the funeral of a person not a member of the employee's immediate family.
 4. Enforced leave shall not be granted in excess of accrued active sick leave.

ARTICLE 10

HEALTH AND SAFETY

The City will continue to make reasonable provisions to protect the safety and health of its employees in accordance with all applicable Federal and State laws. At the City's expense, all required safety equipment for the position will be included.

ARTICLE 11

INSURANCE

1. Health Insurance. All full-time employees are eligible to apply for health insurance on the 30th day following their employment date, and the plan becomes effective the first day of the next month following such application. The City will pay the full cost of an employee's major medical plan. If the employee is married without children, the City will pay of full cost of couple's coverage. If the employee has children, the City will pay the full cost of family coverage. The City will pay for one deductible up to a total of One Thousand Dollars (\$1,000).
2. Life Insurance. The City will provide all full-time employees with coverage of \$10,000.00 per individual under a group policy. If additional coverage is desired, it may be added subject to insurance company requirements with the employee paying for the coverage.

ARTICLE 12

GRIEVANCE PROCEDURE

1. A grievance shall mean only that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.
2. A. Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures.

B. Failure to act on any grievances within the prescribed time limits will act as a bar to any further appeal. The City's failure to give a decision within the time limits shall permit the grievance to proceed to the next step. The time limits, however, may be extended or shortened by mutual agreement.

C. It is agreed that any investigation or other handling or processing of any grievances by the grievant or by the union shall be conducted so as to result in no interference with or interruption of the City's business and related work activities of the grievant or City employees.

3. A. Step 1. An attempt shall be made to mutually resolve any grievance in informal, verbal discussion between the grievant or grievants and their designees and/or his or her supervisor. This must be completed within seven (7) days of the occurrence or of when the employee knew or should have known of the occurrence.

B. Step 2. If the grievance cannot be mutually resolved informally, the grievant(s) or the Union shall file the grievance in writing with the Chief of Police. The written grievance shall state the facts of the actual grievance; shall state the specific clause or clauses of the contract alleged to have been violated, misinterpreted or misapplied, and shall state the remedy or remedies requested. The filing of the formal written grievance at the second step must be within fifteen (15) days from the date of occurrence of the facts giving rise to the grievance or when the employee knew or should have known of the occurrence. The Chief of Police shall make a decision on the grievance and communicate it in writing to the grievant, the Union and the City Administrator within seven (7) days after receipt of the grievance. **If the Police Chief fails to make a decision on the grievance, the grievant may elect to proceed to the next step**

C. Step 3. In the event a grievance has not been satisfactorily resolved ~~at the second step, the union or the grievant shall file within seven (7) days of the~~ Chief of Police's written decision at the second step a copy of the grievance with the City Administrator. Within fifteen (15) days after such written grievance is filed, the grievant, their designee and the City Administrator **or his designee** shall meet to resolve the grievance. The City Administrator or his designee shall file an answer within fifteen (15) days of the third step grievance meeting and shall communicate it in writing to the grievant, the Union and the Chief of Police.

D. Step 4. If the grievance is not resolved satisfactorily at Step 3, the Union **or the grievant** shall submit the grievance to the City Council at its next regular meeting or at a special council meeting called for that purpose. The Council shall meet with the Grievant in an attempt to resolve the matter.

D. Step 5. If the grievance is not resolved satisfactorily at Step 4 there shall be available a fifth step of impartial, binding arbitration. The Union may submit in writing a request on behalf of the Union and the grievant to the City Administrator thirty (30) days from the receipt of the Step 3 answer to enter into such arbitration. The Public Employment Relations Board will be requested to

provide a panel of seven arbitrators. By lot, each of the two parties will alternatively strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be binding on the parties. Expenses for the arbitrator's services shall be borne equally by the City and the Union.

The arbitrator, in his decision, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the City and the Union and his decision must be based solely and only upon his interpretation of the meaning and application of the express language of the Agreement.

4. A. All documents, communications, and records dealing with the process of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file. Provided however, grievances pertaining to personnel actions may be maintained in the personnel file.
- B. All meetings and hearings under this procedure **except for the meeting with the City Council** shall be conducted in private and shall include only witnesses, the parties of interest, and their designated or selected representative.

ARTICLE 13

SALARY SCHEDULE

The following salary schedule shall apply during the term of this contract:

Police Sergeant	\$17.99 per hour.
Certified Police Officer	\$14.49 per hour.
Non Certified Police Officer	\$12.42 per hour.

ARTICLE 14

COMPLIANCE AND DURATION

1. Separability
If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed to be valid and subsisting, except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.

2. Notices

Whenever any notice is required to be given by either of the parties to this agreement to the other, the notices shall be delivered as follows:

To the City by filing with the City Clerk

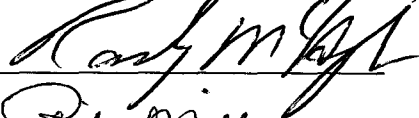
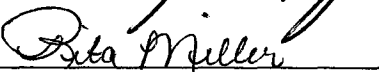
To the Union by filing with the Union President at the last address provided by the Union.

3. Duration Period

This agreement shall be effective as of July 1, 2007 and shall continue in effect until June 30, 2008.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be signed on the 19 day of June, 2007.

CITY OF MISSOURI VALLEY, IOWA

MISSOURI VALLEY
POLICE PROTECTIVE LEAGUE

